

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 02/14/2000		4. REQUISITION/PURCHASE REQ. NO. 6-0-92-22-FE-A01		5. PROJECT NO. (If applicable)	
6. ISSUED BY INTERNAL REVENUE SERVICE Southeast Procurement Branch (A:P:R:SE) 2888 Woodcock Blvd, Suite 300 (Stop 80N) Chamblee, GA 30341 Linda B. Bender		CODE irs0010		7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Vendor ID: 00049740 *TO ALL OFFERORS* * * * DC 00000				(X) X		9A. AMENDMENT OF SOLICITATION NO. TIRSE-00-R-00002	
						9B. DATED (SEE ITEM 11) 05/26/1999	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 4 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)
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E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).

OMB Control Number 1505-0081

Amendment number 4 to Solicitation No. TIRSE-00-R-00002 is hereby issued to incorporate various solicitation changes, and extend the due date for receipt of offers. Refer to Continuation Sheets, pages 2 through 4 and Question/Answer Summary pages 1 through 5.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

- A. Revisions are hereby made to the solicitation document, as listed below in A.1 through A.7:

A.1 Closing Date for Receipt of Offers:

The hour and date specified for receipt of Offers is
extended to 12:00 noon EST, February 25,2000.

A.2 C.10, Solid Waste handling and Disposal Services

Item C.10 is amended to delete the requirement for the CFM contractor to dispose of sensitive waste and cardboard. The CFM contractor's responsibility will be limited to collection only of BSC's sensitive waste paper and cardboard. IRS will utilize other source(s) to recycle its sensitive waste paper and cardboard waste.

A.3 Item C.10.2.2, Non-Sensitive Waste and Medical Waste.

Item C.10.2.2 is amended to include the requirement for the CFM contractor to utilize a "trash to energy" disposal site.

The first paragraph of Item C.10.2.2 is amended to read as follows:

"Non-sensitive waste shall be collected and disposed of through recycling or other appropriate means. At a minimum, a "trash to energy" disposal site shall be used for disposing trash. Non-sensitive waste is collected from restrooms, cafeterias and canteens, the health unit, and exterior receptacles and grounds. Specifically designated quantities of forms, envelopes, publications, and other supplies may be released to the contractor for disposal as non-sensitive."

A.4 Item C.12.4, Quality

Item C.12.4 is amended to clarify contractor's responsibility for repair of structural damage.

Amend the third paragraph to read as follows:

"The Contractor shall provide a written warranty for each building or building unit treated for subterranean termites or powder post beetles. The warranty shall be valid for at least five years, and, during that period,

any re-treatment of any subsequent infestation and repair of any structural damage due to an infestation after the initial treatment shall be repaired by the contractor. The Contractor shall make a detailed written structural assessment with COTR concurrence, prior to initial treatment. Any repair, either prior to or after the initial treatment, shall be the contractor's responsibility pursuant to Item C.7, Operations, Maintenance, and Repair, limited to applicable monetary thresholds established in Item C.7.3."

A.5 Attachment J.C1.1, Existing Equipment Inventory List.

Page 17, Items P-34-36, Condenser Water Pumps: Change quantity from 2 each to 4 each (#1 & #2 -100HP; #3 - 75HP; #4 30HP).

A.6 Item L.12.1, General Instructions.

Volume I page limitation is changed from 50 pages to 58 pages.
Item L.12.1 (3) is amended to read as follows:

"Volume I shall consist of the offeror's technical proposal. Volume I shall not exceed 58 pages. The page limitation does not include table of contents, dividers, resumes, Quality Manual, active/completed contracts list, and paragraph L.12.2.1.4 safety data.. Pages in excess of 58 will be removed from the proposal without being evaluated. No material may be incorporated by reference."

A.7 Item L.12.2.1, Volume I – Technical.

Offerors are required to identify subcontractor(s) and provide supporting information pertaining to their qualifications and past work experience.

Item L.12.2.1.1, Section I – Management, is amended to add the following new instruction:

"8. Identify subcontractor(s) who will have key responsibility in performing primary contract services. Primary services include Operations, Maintenance, and Repair of buildings and structures, including the TEP and Sewage Treatment Plant; Grounds care; Solid waste handling and disposal; Custodial services; Pest control services;

and, Snow and ice removal. Provide the basis for selecting the subcontractor(s) and evidence of subcontractor's ability to perform successfully (Note: Work experience should not be included under this factor as it is to be included under Section IV of the proposal). Indicate whether a firm commitment to perform contract services has been established, with the subcontractor(s). If no commitment has been established, provide an explanation and evidence of offeror's ability to contract with a qualified source to perform contract services."

Item L.12.2.1.4, Section IV – Experience and Past Performance, is amended to add the following new instruction:

"7. For each subcontractor identified under L.12.2.1.1, provide a list of its active and completed contracts during the past three years that are relevant to this RFP. This listing does not count toward the page limitation."

A.7 Item C.13.2.1.3, Time-and-Material/Labor Hour Priced Tasks.

Item C.13.2.1.3 is revised to delete the restriction for not allowing any "add-ons" to the price of material and subcontracts. Payment for work under this item will be made pursuant to FAR 52.232-7. The last paragraph of Item C.13.2.1.3 is changed to read as follows:

"Price of materials and subcontracts will be based upon the payment terms outlined in FAR 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts."

- B. Attached for informational purposes only is a summary listing of Questions and Answers (Q&A). The purpose of the Q&A is to provide answers and clarifying information based upon questions received from prospective offerors. The Q&A is not to be interpreted as changing solicitation terms and conditions. Any such change will be set forth as a formal revision under item A above.

QUESTION/ANSWER SUMMARY

The following is a summary of questions and answers provided for informational purposes only.

- Q.1 Solicitation Attachment J-B2, pages 6-7, 12-13, 18-19, 24-25, 30-31, 36-37, 42-43, 48-49, 54-55, and 60-61 of 61 – How do we show/get reimbursed for material and equipment costs associated with IDIQ work? Do we “amortize” the associated estimated costs for material and equipment within the Hourly Labor rates?

[IRS ANSWER: Reimbursement of material and subcontract costs will be made pursuant to FAR Clause 52.232-7, Payments under Time-and-materials and Labor-Hour Contracts. Please refer to 52.232-7, (b) for payment procedures for Materials and Subcontracts. Also, see Solicitation item C.13.2.1.3, as amended by Amendment no. 002]

- Q.2 Solicitation Attachment J-B2, same pages as Question **ELEVEN** – Are the overtime hours shown in each sub-line item pair (25% in all but the last pair [15.4%] in each year) absolute maximums?
What if “Government-required” overtime for a year in any pair category exceeds the 25%/15.4% amounts?

[IRS ANSWER: The quantities provided in the Price Schedule (J-B2) for IDIQ services are estimates, not maximum ordering limitations. The hours shown are ESTIMATED quantities provided solely for the purpose of proposal evaluation. Please refer to Solicitation Item B.5, Estimated Requirements, and Section G, Item G.5, IDIQ Ordering, Performance, and payment Procedures.]

- Q.3 Page B-2, clause B.4: This paragraph refers the reader to J-C1-3 and the price schedule; however, the price schedule does not include line items for this type of pricing. Please clarify how this will be handled. In addition, it is not clear if the contractor will still be responsible for custodial services in these areas. Again please clarify.

[IRS ANSWER: The Price Schedule (Attachment J-B2) does contain line items for this type pricing. See the line items entitled “SCHEDULE OF FIRM FIXED-PRICE ADJUSTMENTS”. For the Base Period, Line Item number 0001.10, with sub-line numbers 0001.10A, B, C, & D apply to the adjustment discussed in the Solicitation clause B.4. The contractor will not be required to perform custodial services in those buildings or portions of buildings while under renovation; refer to Solicitation Item C.2.2.2.]

- Q.4 Attachment JB-2: The Price Schedule shows "0" under the "No. of units" column.
Please clarify.

[IRS ANSWER: The line items entitled “SCHEDULE OF FIRM FIXED PRICE WORK” in the Price Schedule do show “0” under the “No. of Units” column because this column is set up as a numeric field (e.g. Line Items 0001.01 through 0001.08, including sub-line items, presently show “0” quantity). Offerors are instructed to provide their price breakdown by inserting the number of units and unit price for each sub-line item listed under the Schedule of Firm Fixed Price Work. Refer to offeror instructions provided in the Price Schedule in italicized print.]

- Q.5 Solicitation Item C.2.3: In order to properly calculate the cleaning workload, please provide a breakdown of the building occupancy by shift and building, both during the normal and peak seasons. This is important since C.11.2.1 requires that the contractor clean the space as often as necessary. Without occupancy load it is impossible to accurately estimate the cleaning workload.

QUESTION/ANSWER SUMMARY

[IRS ANSWER: The total population can be broken down as 67% day shift and 33% night shift. Providing an individual building breakdown is not feasible because the renovation will constantly affect each building, refer to Solicitation Attachment J-C1-3.]

Q.6 Solicitation Item C.2.9, Page C-7: Referring to the last sentence of the fourth paragraph, are there any hazardous materials (e.g., asbestos, PCB, lead) that the contractor must consider? If so please provide the type location and current condition.

[IRS ANSWER: The clause referred to appears to be incorrect. Clause C.2.8 refers only to hazardous materials "used or generated" by the CFM Contractor. However, other hazardous substances will either be dealt with by the renovation contractor, or will be issued as IDIQ work to the CFM Contractor as necessary.]

Q.7 Solicitation Item C.2.7, Page C-6: Will the renovation contractor be responsible to update all drawings and manuals and turn these over to the Support Services contractor?

[IRS ANSWER: The renovation contractor is to provide a set of drawings and operations manuals to the government upon completion of the renovation work. It is the intention of the government that these items, or copies will be provided to the CFM contractor when available.]

Q.8 Solicitation Item C.2.10, Page C-7: If the warrantor is non-responsive to the contractor what will occur then? Who will be responsible for the costs of solving the problem?

[IRS ANSWER: Non-response by a warrantor will be resolved as the time and circumstances require. The government will assume responsibility for costs to solve the problem. Work of an emergent nature may be provided to the CFM contractor as IDIQ tasks under the CFM contract.]

Q.9 C.2.17, Permits. Are there specific licensing/permits required for operation of the waste treatment plant? What time limitations are there for the acquisition of these licenses/permits?

[IRS ANSWER: Offerors are responsible for determining all required licensing and permit requirements associated with contract performance. All such licenses and permits must be obtained by the successful offeror no later than contract start (October 01, 2000). Please note that the State permit is in the Technical Library, per Solicitation Attachment J-C2-6.]

Q.10 C.6, Management. Does this contract include computer or communications system wiring or other specific plenum wiring that might be encountered during this contract?

[IRS ANSWER: Maintenance and repair of internal communications wiring is not in the scope of the contract. However, there are computer and communication system wiring throughout the complex that might be encountered during performance of this contract.]

Q.11 C.6.3., Computerized Management System (CMS). C.6.3.2 Pertaining to the three workstations required for use by BSC. Will the three workstations provided for Government use be hooked up to an existing Service Center LAN?

[IRS ANSWER: The CFM contractor's workstations will not be hooked up to IRS LAN or any other automated system.]

QUESTION/ANSWER SUMMARY

Q.12 Will access to the Service Center LAN be provided for Contractor computers?

[IRS ANSWER: The CFM contractor will not have access to the IRS LAN.]

Q.13 If the contractor is not allowed to use the Service Center LAN, will we be required to install our own LAN to include the three Service Center PC Workstations?

[IRS ANSWER: Yes, it is intended that the CMS will be set up independently of other Service Center information systems.]

Q.14 C.7.4.2 Paragraph four, regarding “contractor furnished two-way radios, voice activated pagers, or similar devices”. Are there any locations where RF emitting devices cannot be employed within the facility?

[IRS ANSWER: No.]

Q.15 Solicitation Item C.7.5.2, page C-25, Specific Requirement (for Total Energy Plant Power Generation [Optional]) – Need the monthly 48 hours of power generation be consecutive? Or can the 48 hours be achieved in increments of say, 8, 12, 16 or 24 hour runs?

[IRS ANSWER: The monthly 48 hours must be consecutive.]

Q.16 C.10, Solid Waste Handling and Disposal Services. Is the contractor required to dispose of the food and non-sensitive waste in any particular disposal site?

[IRS ANSWER: No particular site is being specified as a contractual requirement. However, at a minimum, the CFM contractor must utilize a “trash to energy” type disposal facility; Solicitation item C.10.2.2 will be amended accordingly. For informational purposes, BSC no longer uses landfills and currently burns non-sensitive waste.]

Q.17 C.12, Pest Control Services, Item C.12: Regarding Pest Control Services, is the contractor required to perform these services in the dining, kitchen and serving areas?

[IRS ANSWER: Pest control services shall be provided for the entire facility]

Q.18 Items C.12.2 and C.12.4: Please provide the most recent termite (and other wood destroying insects) inspection report for all the buildings. This is very important since the costs to inspect, certify and possibly fumigate can be astronomical. Would the IRS reconsider making all the requirements of this Section (Pest Control) fixed price. It seems appropriate that the same thresholds that apply to other areas can apply here also.

[IRS ANSWER: The actual experience with problems in this area have been minimal. BSC complex has not had a termite inspection in the past 10 years), but have had regular exterminating services. Solicitation Item C.12.4 is being amended to clarify the contractor’s responsibility for repair, as follows: “Any repair, either prior to or after the initial treatment, shall be the Contractor’s responsibility pursuant to Item C.7, Operations, Maintenance, and Repair, limited to applicable monetary thresholds established in Item C.7.3.” Please refer to Amendment 004 for additional questions and answers pertaining to Solicitation Item C.12, Pest Control Services.]

Q.19 C.12, Pest Control Services. Please identify any current infestation of subterranean termites.

QUESTION/ANSWER SUMMARY

[IRS ANSWER: There are no known current infestations of subterranean termites.

Q.20 Is there any past history of subterranean termites and what are the warranty terms and conditions?

[IRS ANSWER: Approximately 8 years ago wood landscape edging were infested and treated at that time. The BSC complex was not infiltrated and there was not any damage to the building.

Q.21 If subterranean termites are discovered during the initial inspection after contract award, how is this handled and what financial responsibilities will be placed on the new contractor.

[IRS ANSWER: Pursuant to Solicitation Item C.7, the CFM contractor shall perform repair of BSC building and structures. The CFM contractor is responsible for the cost to perform facility repairs within the thresholds specified in the contract (e.g., Repair costs <= \$2500 during the first six months, and Repair costs <= \$10,000 during the remainder of the contract term). Refer to Solicitation Item C.7.3, Repair.]

Q.22 C.13.2.1.3 Is it the IRS's intention to not allow G&A and fee to be added to the cost of subcontracts and materials as they pertain to IDIQ work defined in this paragraph? If so, the contractor still incurs management costs, purchasing and administrative costs in handling subcontracts and materials for this contract. Request competitors be allowed to add G&A and fee to materials and subcontracts. Otherwise competitors may attempt to recoup these administrative/management expenses as part of the Fixed Price portion of the contract and the IRS may end up paying for them whether IDIQ work is ordered under this paragraph or not.

[IRS ANSWER: Please refer to Solicitation Amendment No. 002 that amends Item C.13.2.1.3 to delete the restriction for not allowing any "add-ons" to the price of material and subcontracts. Payment for work under this item will be made pursuant to FAR 52.232-7, Time-and-Material/Labor Hour Priced Tasks. Please refer to the FAR clause for an understanding of what additional costs, if applicable, may be charged to the cost of materials and subcontracts. Note: Fee will not be an allowed cost.]

Q.23 Attachment J.C1.1, Existing Equipment Inventory List. Page 17, Items P-34-36 indicates only 2 pumps. Remarks indicates there are actually 4 condenser water pumps. 2 of 100HP, 1 of 75HP and 1 of 30HP. Is four correct?

[IRS ANSWER: Yes, there are four condenser water pumps. Attachment J.C1.1 will be amended to reflect the correct quantity].

Q. 24 Attachment J.C1.1, Existing Equipment Inventory List. Pages 5 and 26, Honeywell Delta 2000. Indications are that this system is to be upgraded but no change is indicated in either the Existing inventory or the renovated equipment inventory. How will the Honeywell Delta 2000 be upgraded? Ie: will more data points be added or will the entire system be upgraded to the Delta 5000 or other EMC.

[IRS ANSWER: The extent and exact system upgrade for the EMCS have not been determined for the renovation contract. It is anticipated that additional data points will be added and the control system software will be replaced..]

QUESTION/ANSWER SUMMARY

Q.25 Attachment J-C1-3, Page 2, BSC Renovation Project Timeline Chart, Phase 1A. How many people relocate to Offsite?

[IRS ANSWER: Approximately 900 employees will be relocated to offsite.]

Q.26 Attachment J-H1. The new Collective Bargaining Agreement for mechanical maintenance employees is anticipated to become effective prior to 10/01/2000. Should offerors base their proposals on the new rates/fringe benefits? If not, how and when does the contract price get adjusted?

[IRS ANSWER: Offeror's are required to comply, at a minimum, with the rates and fringe benefits contained in the solicitation. The Service Contract Act contains a provision for making an equitable adjustment(s) to the contract price in the event new rates or fringe benefits are incorporated into the awarded contract.]

Q.27 Solicitation Page M-1, Clause M-4 TECHNICAL EVALUATION: please confirm or correct our interpretation that the Clause's language means that the scoring of the Technical Evaluation (Proposal Volume I) "approximately equal to cost or price" (Proposal Volume II) would break down as follows (with TECHNICAL EVALUATION in total being 100% for simplicity of demonstration):

1. Performance Plan – 50%
 - a. Management – (20%)
 - b. Planning, Performance and Responsiveness – (20%)
 - c. Subcontracting – (10%)
1. Experience and Past Performance – 50%
 - a. Related work experience – (25%)
 - b. Related past performance – (25%)

[IRS ANSWER: Yes, this is a correct interpretation.]

Q.28 Re: Amendment #001, Q&A item 11: The IRS stated that an existing deficiency inspection shall be allowed; however, who will be responsible for the costs to resolve the non-conforming conditions?

[IRS ANSWER: The Contractor may conduct a deficiency inspection at his discretion. The contractor will still be responsible for the costs to resolve non-conforming deficiencies within the thresholds specified in the contract. (e.g. Repairs <\$2500 for the first six months, and Repairs < \$10000 for the remainder of the contract;.)]